

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

SPIRIT OF LIFE CHURCH,

Plaintiff,

v.

TRAVELERS LLOYDS INSURANCE
COMPANY, *et al.*,

Defendants.

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CIVIL ACTION NO. H-10-3736

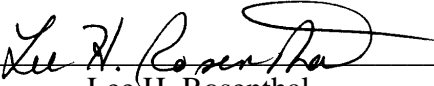
ORDER

The defendant, Travelers Lloyds Insurance Company, has moved to enforce a settlement agreement that resulted from a mediation. The plaintiff, the Spirit of Life Church, opposes the motion. The issue in this lawsuit over insurance coverage and claim processing for damage from Hurricane Ike arises from the fact that the insurance policy provides that the mortgageholder has the right to receive loss payment. After the mediation, the parties were unable to agree on how much of the total settlement amount would be allocated to the mortgagee and how much would be allocated to the plaintiff and counsel.

The defendant asserts that the parties' agreement on the total amount of the settlement should be enforced. This resolution would leave it to the plaintiff to work out with the mortgageholder the amount it would receive. The problem with the defendant's argument is that the mediation agreement attached as exhibit A to the motion to enforce states that "[t]he interest of the mortgage company, if any, will need to be agreed upon by the parties." Because the parties cannot agree, there does not appear to be an enforceable settlement. The motion to enforce therefore must be denied.

The parties and counsel are ordered to appear at a status conference and hearing on **December 15, 2011, at 8:30 a.m.** to set a schedule for resolving this case.

SIGNED on November 28, 2011, at Houston, Texas.



Lee H. Rosenthal
United States District Judge